

# **EXHIBIT B**

## **BATH PLANET, LLC DEALERSHIP AGREEMENT**

This Dealership Agreement, entered into this 22<sup>nd</sup> day of July, 2014, between the Bath Planet, LLC an Illinois Limited Liability Company ("Bath Planet" or the "Company") and Northwest Bath Specialists, LLC ("Dealer") a Limited Liability Company, located at 17702 East Sprague Avenue, Spokane Valley, WA 99016.

### **1. PURPOSE**

This agreement is made to establish the Dealer: (a) as an authorized seller and installer of the "Bath Planet Products" of the Company, (b) as a duly licensed Licensee by the Company to use the name and trademark "Bath Planet" and other trademarks, logos, designs associated with and owned by the Company; and (c) arrange for the legal disclosure of intellectual property and certain trade secrets and secret processes or methods of installation techniques owned by the Company.

### **2. DEFINITIONS**

Bath Planet Products (the "Required Products") means the bath and shower base liners, replacement bath tub and showers bases, walls, shower enclosures (doors), walk-in tubs, handicap accessible items, walk-thru inserts, accessories, faucets, plumbing, silicone, adhesive products, installation materials, drains, drain adapters and other miscellaneous installation related products sold by the Company from time to time or published in the Price Guide printed by the Company from time to time. The Catalogue is a copyrighted publication owned by the Company.

Confidential Information includes, but is not limited, to all Trade Secrets defined by law and herein, Intellectual property owned by the Company including or consisting of, without limitation, the Manual and other training and marketing material and supplements thereto, catalogues and the Price Guide and updates and supplements thereto, pricing information, customer and supplier data, manufacturing and installation techniques and know-how, printed matter and computer programs, files and software prescribed to be used by Dealer, irrespective of the form or media in which said information appears or may be reproduced.

Customer means a past, present or potential future consumer or retail purchaser of a Bath Planet Product.

Dealership means the business to be operated by Dealer utilizing the license and rights granted in this Agreement to Dealer.

Intellectual Property means discoveries and inventions; and words, phrases, symbols and designs including copyrights, trademarks, patents, industrial design rights and Trade Secrets owned by the Company or rights to which have been exclusively granted by government to the Company.

Key Employee means a person designated by Dealer to receive training and disclosure of Confidential Information.

Manual means the Company's Manual, which is confidential information and a trade secret, copyrighted compilation of printed material and computer software, sources and references. The Manual includes software specifications and references, codes, compilations, plans, drawings, descriptions, suggested installation and service techniques, statements of company policy, formulae, functions and references to Company Intellectual Property. The Manual is a Trade Secret and Confidential Information of the Company (sometimes referred to herein as Company Trade Secrets and Intellectual Property). The Manual has been or will be delivered to Dealer and Dealer's Key Employees upon execution of this Dealership Agreement and only after signing a Confidentiality Agreement in form attached hereto. All copies of the Manual and information referenced therein are the sole and exclusive property of the Company irrespective of the media used to create and retain such copy. The Manual may be modified by Company without notice to Dealer.

Price Guide means the list of Products and pricing which is Company's confidential and trade secret information. The Price Guide may be modified by Company without notice to Dealer at any time.

Territory means the geographical area described on Exhibit A attached to this Agreement.

### **3. RELATIONSHIP BETWEEN PARTIES - NOT AGENTS OR REPRESENTATIVES OF SELLER**

The relationship between the parties shall be that of a buyer and a seller of Bath Planet Products. The Dealer shall not be considered the agent or representative of the Company. Neither party shall have the right to bind the other contractually in any respect whatsoever.

### **4. EXCLUSIVE DISTRIBUTORSHIP**

The Company appoints the Dealer as the exclusive and sole distributor for the term of this Agreement, commencing on the date hereof, for the sales of Bath Planet Products in the area (the "Territory") described on Exhibit A.

The Dealer agrees to confine sales and selling efforts to the Territory set forth in this agreement. The Dealer agrees not to advertise or use salespersons or representatives in any other Dealer or distributor's Territory or in any area or territory in which Dealer has not been expressly authorized to sell without first obtaining the written consent of the Company. The only territory or service area allocated to Dealer is set forth on Exhibit "A".

If Dealer transacts or conducts business in any area or territory that has been assigned as an exclusive territory to another Bath Planet dealer, then, at the Company's request, Dealer shall immediately pay to the Company, as liquidated damages, and in addition to any other rights of

the Company pursuant to this Agreement, an amount equal to One Hundred Percent (100%) of Dealer's gross profit (total revenue less cost of goods sold) earned in transacting or conducting business in such other dealer's exclusive territory.

## **5. INITIAL PAYMENT**

The Dealer shall pay the Company a minimum, non-refundable initial dealership purchase fee on the execution of this agreement in the amount of \$0.00. The list of components to be provided to Dealer by Company is set forth on Exhibit C. These components will not be provided until this purchase amount is paid in full. If payment is not made in full, Dealer will be considered in default and may be terminated.

## **6. GRANT OF LICENSE**

The Company hereby grants to Dealer, upon the terms and conditions herein contained, an exclusive License to sell and install the Bath Planet Products made available from time to time to Dealer, subject to the terms and conditions of this Agreement in the Territory. Dealer agrees to sell, market and install the Bath Planet Products in the Territory under the Bath Planet name and any associated trade names, trademarks, service marks, tradestyles, logos and designs specified by the Company for the Bath Planet Products from time to time. Dealer agrees to not sell or install similar or competing products under any name, trademark or service mark during the term of this Agreement. During the term of this Agreement, Dealer shall be the exclusive seller and installer of Bath Planet Products in the Territory. This grant of this license is limited to the business of Dealer within the Territory. Dealer must purchase all Required Products (defined in Section 2) from the Company or its designated affiliates only. The Required Products are manufactured and/or supplied by the Company or its designated affiliates.

Dealer recognizes and acknowledges that the Company is the sole and exclusive owner of its trademarks, trade names, service marks, insignia, labels, designs, and trade secrets and copyrights. Dealer agrees not to register or attempt to register the same in the name of Dealer or any other person, firm or entity with whom Dealer is associated or affiliated. Except to the extent of this License, Dealer shall have no right, title or interest other than as a Licensee in accordance with the terms of this Agreement. Furthermore, Dealer agrees that it shall not use Company Intellectual Property or Trade Secrets except in connection with the business operation contemplated under this Agreement. Dealer shall not use or display Trade Dress and Trade Secrets or Intellectual Property in any manner derogatory or detrimental to the Company. Dealer agrees not to use Intellectual Property without the appropriate ® registration marks or the designations TM or SM where applicable. Trade Marks shall be uniformly applied to Bath Planet Products without modification to any such marks.

## **7. MINIMUM PURCHASES**

During the first 48 month period, Dealer shall purchase a minimum of Bath Planet Products from Company as set forth on Exhibit B.

**8. TERM**

This Agreement shall commence on the date hereof and remain in effect for 48 months thereafter unless sooner terminated as provided herein. At the end of the Term of this Agreement, Dealer and Company shall have the right to renew this Agreement for an additional 48 month term. If Dealer does not notify Company of its intention not to renew, then this Agreement shall automatically renew for an additional 48 months thereafter. In no event is Company under any obligation to renew the Agreement after its initial term.

**9. DUTIES OF DEALER**

A. Dealer shall provide a Dealer warranty to its customers with respect to all workmanship and installation services provided by Dealer to its customers for a period of not less than two years which shall be the sole and exclusive obligation of Dealer and not the obligation of the Company. Dealer shall promptly, fully, and courteously respond to and resolve all customer complaints and warranty claims regarding installation and workmanship. In addition, Dealer will, upon sale or installation, provide all customers with all product warranty information provided by suppliers and manufacturers of all products sold and/or installed by Dealer, including the Limited Lifetime Warranty information provided by the Company.

B. Dealer will perform all warranty and service work for the Company within the Territory and will participate in the Company's Warranty Policy, Exhibit D, and the Company's Service Guaranty Program, Exhibit E.

**10. DUTIES OF COMPANY**

To assist Dealer in the establishment and operation of the Dealership, the Company shall provide Dealer with the following:

- A. Access to and the right to purchase Bath Planet Products.
- B. Proprietary and confidential installation criteria and specifications for the installation of Bath Planet Products.
- C. Consultation and a continuing advisory relationship with Dealer at all reasonable business hours, subject to the availability of the Company's personnel. Company may also provide consultation and counseling to Dealer with respect to sales, merchandising and promotional operating techniques at the Company's option.
- D. Supervise, administer and manage a maintenance and marketing fund designated to pay advertising, marketing and promotion expenses on behalf of all Dealers.

**11. WHOLESALE PRODUCT PRICES AND WARRANTY**

A. In the event that Dealer receives a defective product from the Company, Dealer will notify the Company of such defect, in writing within four (4) business days. Dealer shall not install defective products. The Company will replace the defective product as soon as possible. Dealer shall, at Company's request and expense, return any such defective product to Company. In the event that Dealer elects to negotiate a credit with its customer in lieu of or in addition to replacing any defective product, such credit will be Dealer's sole responsibility. There is no limited warranty if the defect was caused by installation. For such case, the Warranty of the Company shall be voided.

B. Dealer shall be responsible for any loss, cost damage or expense to a retail customer or commercial customer arising out of modification to, or defective installation of, Bath Planet Products. Unauthorized Dealer alterations made to any Bath Planet Product by Dealer or Dealer's employees after delivery to Dealer shall be the sole responsibility of Dealer and shall void the Limited Lifetime Warranty issued by the Company.

C. Dealer shall pay freight for delivery. Bath Planet Products are sold F.O.B. Factory.

**12. BATH PLANET PRODUCT AVAILABILITY AND DELIVERY**

All orders for the Bath Planet Products shall be filled as promptly as practicable. The Company will use its best efforts to promptly fill all orders. In some cases, orders may be subject to delays in manufacture and/or delivery which are due to causes beyond the reasonable control of the Company or another manufacturer. In such cases, Dealer expressly releases the Company from any liability or loss arising from delay due to strikes, shortages of materials or the inability to assure timely delivery of such Bath Planet Products to Dealer because of cause beyond Company's reasonable control.

**13. IDENTIFICATION AND SIZING OF PRODUCTS FOR SALE AND INSTALLATION**

A. Dealer is solely responsible for submitting the proper and correct measurements (and a photograph(s)) requested by Company for the identification of all product orders.

B. The Company is solely responsible for making the correct identification of the actual mold to be used to manufacture products, although in some cases one or more test shells may be required to make an exact identification.

C. All molds manufactured or other equipment constructed or obtained by the Company or its supplier(s) to fill any specific order shall be and remain the exclusive property of the Company or its supplier(s).

**14. CONFIDENTIAL INFORMATION**



A. Dealer will not, during the term of this Agreement or at any time thereafter, communicate, divulge, or use for the benefit of any other person, persons, firm or other entity, any Trade Secrets, Manuals, catalogues, pricing information and other confidential information, including manufacturing techniques, custom installation methods of the Bath Planet Products, or know-how concerning the methods of doing business which may be communicated to Dealer, or of which Dealer may become apprised, by virtue of disclosures made under this Agreement. Dealer acknowledges that all such information and Manuals, Price Guide, Product Guides, catalogues and marketing materials are the confidential, proprietary and trade secret information of the Company and Dealer will not, during the term of this Agreement, or thereafter, communicate, divulge, disclose or use said trade secrets to or for the benefit of any person, firm or other entity.

B. Dealer agrees that its Key Employees and Officers, Directors and personnel, who have access to Bath Planet confidential information, shall be bound to this Paragraph 14.

## **15. INDEMNITY AND INSURANCE**

A. Dealer shall purchase and maintain, at its sole cost and expense, insurance coverage including, but not limited to, workman's compensation in form approved by the State in which the Territory is located, products liability, vehicle (comprehensive and liability) and such contractors and subcontractors all risk insurance as the Company may suggest from time to time.

B. Dealer shall cause the Company to be named as an additional insured on all of its insurance policies to the extent permitted by law, prior to the commencement of business. Dealer shall maintain in full force and effect at all times during the term of this Agreement, at its own expense, all such insurance policies or policies protecting Dealer and the Company and their respective officers, directors, partners and employees, against any loss, liability or expense whatsoever in connection with the operation of the Dealership, whether the same occurs or the cause arises on or off the premises of the Dealer. Such policy or policies must be written by a responsible insurance company or companies satisfactory to the Company. The policy or policies must, at least, cover such minimum coverage as the Company may, from time to time, designate.

C. Dealer shall promptly furnish the Company with evidence that it has obtained the required insurance; and the Company may demand and receive copies of all policies and policy amendments upon request. All insurance policies must contain the provision that, in the event of any cancellation or alteration of the policy or policies, 30 days written notice must be given to the Company.

D. Failure of Dealer to maintain adequate insurance coverage as required shall serve as sufficient cause for the Company to suspend shipment of the Bath Planet Products to the Dealer. Once shipments are suspended, Dealer will have 60 days to furnish the Company with evidence of adequate insurance coverage. If Dealer is unable to do so, this Agreement shall terminate pursuant to Paragraph 17 hereof.

**16. ASSIGNMENT, TRANSFER OF INTEREST**

This Agreement and the rights and obligations of the parties hereunder are not, without first obtaining the written consent of the Company, transferable or assignable by the Dealer or by operation of law or by merger or consolidation or judicial decree, any such transfer shall be deemed a default hereunder.

**17. DEFAULT AND TERMINATION**

A. Default. This Agreement shall terminate automatically upon delivery of a written notice of termination to Dealer, if Dealer or any Owner, member, manager, officer, director, shareholder, partner, key employee, or agent of Dealer:

(i) Has made any material misrepresentation or false statement or omission in any application, documentation or information given to the Company;

(ii) Is convicted of or pleads no contest to a felony or crime of moral turpitude, or commits or engages in any act of civil or criminal consumer fraud or any other crime, offense or conduct that could have an adverse effect upon the reputation or business of the Dealer or the Company;

(iii) Makes any unauthorized use, disclosure or duplication of all or any portion of the Manual or any confidential information or Trade Secrets or material or information otherwise protected hereunder;

(iv) Surrenders or transfers ownership or control of the Dealership or makes an unauthorized assignment of this Agreement or of Dealer's business entity or a portion thereof, or of any form of ownership interest in Dealer in contravention of the provisions of this Agreement;

(v) Becomes unable to pay all debts when due, or files any petition under the Federal Bankruptcy Code or state insolvency laws or if a receiver or trustee is appointed to operate Dealer's business or if Dealer makes any assignment for the benefit of creditors, or fails to vacate or dismiss within 60 days after filing any of the foregoing proceedings;

(vi) Intentionally transacts or conducts business in the exclusive territory of another Bath Planet Dealer;

(vii) Hires or offers employment to any employee of the Company without consent of the Company;

(viii) Fails on two or more separate occasions during any twelve (12) month period to submit, when due, reports or other information or supporting records, or to pay, when due,



amounts due for purchases from the Company or its affiliates or other payments due to the Company;

(ix) Commences or conducts, directly or indirectly, any business, or markets any information of the Company;

(x) Fails to make the minimum purchases as set forth on Exhibit B of Bath Planet Products for a consecutive period of Sixty (60) days.

(xi) Fails to comply with the Company's sales program and/or customer satisfaction programs, which are set forth in the Manual or Price Guide;

(xii) Transacts or conducts business in any area or territory which has not been assigned as an exclusive territory to another Bath Planet Dealer without the Company's prior written consent; or

(xiii) Fails or refuses to comply with any other provision of this Agreement, or any mandatory specification, standard or operating procedure prescribed in a Manual or otherwise in writing, or in any other written agreement to which Dealer and Bath Planet are parties, or the agreement between Dealer and Bath Planet.

B. Termination. Dealer's rights under this Agreement and all of the legal and business relationships created hereunder shall automatically terminate without further notice by the Company if Dealer commits any act of default and does not cure or correct the same within ten (10) days (unless the notice of termination provides for a cure period or a different termination date or a longer period is required by applicable law) after written notice is given by the Company to Dealer.

## **18. POST TERMINATION**

Upon Termination pursuant to Paragraph 17 hereof or upon termination for any reason or upon expiration, non-renewal, or abandonment of this Agreement, the Dealer relationship created hereunder and Dealer's rights under this Agreement, to all Intellectual Property and Trade Secrets will terminate; and

A. Dealer shall immediately discontinue the use of any Intellectual Property, including trademarks, trade names, service marks trade dress, tradestyles, logos, designs and other identifying symbols of the Company, turn over to the Company the Manual and supplements in Dealer's possession and discontinue operating in any manner that might tend to give the public the impression that the Dealer is still a dealer of, or affiliated with, the Company.

B. Dealer shall forfeit any amounts paid to the Company and shall promptly pay, within 15 days after termination, all sums owing to the Company. In addition, Dealer shall, within 15 days after receipt of an invoice setting forth such amounts in reasonable detail, pay the

Company all loss, cost, damages and expenses, including reasonable attorney's fees, incurred by the Company as a result of any default by Dealer.

C. Dealer shall remain responsible for any warranty made by Dealer to a customer prior to termination.

D. Dealer shall return to Company all of its Intellectual Property and Trade Secrets (including Manuals, Price Guides, training materials and any other confidential and proprietary materials or information of the Company, such as any documents or signs that include the Company's trade names, trademarks, service marks, tradestyles, trade dress, logos, designs, or proprietary information).

E. Dealer's obligations to be fulfilled after Termination, as well as all provisions necessary to interpret or enforce such continuing obligations under this Agreement will survive such termination and remain in effect until fully satisfied.

## 19. COVENANTS

A. During the term of this Agreement, Dealer acknowledges that it will receive specialized training and valuable Trade Secrets and confidential information concerning the Company that is not available to the public. The Company's business is substantially dependent upon the confidentiality of such information. Therefore, Dealer, its officers, directors, shareholders, members, partners, key employees and agents (herein referred to as "restricted parties") shall hold this information in trust and confidence and solely for the use and benefit of the business contemplated herein and will not disclose any Trade Secrets or confidential information to any person or entity for any purpose, or use it for personal gain or otherwise in competition with the Company or other Bath Planet dealers during the term of this Agreement or thereafter.

B. Dealer and each of the restricted parties who is a party to this Agreement acknowledges that the rights licensed by this are of a unique and special nature and that irreparable injury will occur to the Company if Dealer or any of the restricted parties breaches or violates any provisions of any paragraph of this Article, and that the remedy at law would be inadequate. In the event of any actual or threatened violation or breach of any one or more of the provisions of this Agreement, the Company will be entitled to an injunction restraining any actual or threatened breach by Dealer or any Owner who is a party to this Agreement, without the necessity of posting bond therefore, in addition to any other remedy provided by law.

C. Each and every provision set forth in this Article is independent and severable from the others and no restriction will be rendered unenforceable by virtue of the fact that, for any reason any other or others of them may be unenforceable in whole or in part. If any provision of this Article is unenforceable for any reason whatsoever, that provision may be stricken or appropriately limited and given effect to the maximum extent provided by applicable law.

**20. PERMITS, RULES AND CODES**

Dealer shall, at its own cost and expense, comply with all federal, state and local laws, rules, and regulations, and shall timely obtain, and shall keep in force as required throughout the term of this Agreement, all permits, certificates, and licenses necessary for the full and proper conduct of the business hereunder.

**21. RELATIONSHIP OF THE PARTIES**

A. It is understood and agreed by the parties hereto that Dealer shall at all times be an independent contractor. Nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

B. Dealer shall prominently display on all sales and installation contracts distributed to the public a statement, which clearly indicates that the Dealer is independently owned and operated and that Dealer is not as an agent of the Company.

C. It is understood and agreed that nothing in this Agreement authorizes Dealer, its agents or employees to make any contract, agreement, warranty, or representation on behalf of the Company or to incur any debt or other obligation in the name of Company.

D. It is understood that the Company does not assume liability for and shall not be deemed liable for any act or omission, including the installation of Bath Planet Products of Dealer in the operation of the Dealership.

E. All printed matter, including without limitation, stationary, letterhead, business cards and advertising materials created by Dealer shall include the name "BATH PLANET" and the Bath Planet logo and 1-888-9BATHPLANET logos, as well as the words "Independently Owned and Operated" shall be preapproved by the Company.

F. Dealer shall indemnify, defend and hold the Company and its directors, officers, employees, members, managers, agents, attorneys, representatives and affiliates (collectively, the "Indemnified Persons") harmless of and from and against any and all claims for injury, damages, losses, liabilities (absolute and contingent), fines, penalties, costs and expenses (including, without limitation, reasonable counsel fees and costs and expenses incurred in the investigation, defense or settlement of any claim covered by this indemnity), suffered or incurred by any Indemnified Person with respect to or arising out of any threatened or actual demand, claim, inquiry, investigation, proceeding, action or cause of action arising out of, or in connection with, or relating to, directly or indirectly, any conduct by or of Dealer or its officers, agents, directors, members, partners or employees' actions or omissions.

**22. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served upon the other party, personally or by certified or registered mail, overnight mail, facsimile transmission or electronic mail transmission. Such notice is to be sent to each party at the address listed on the signature page of this Agreement. Each party may designate another address at any time after the execution of this Agreement by appropriate written notice to the other party.

**23. ENTIRE AGREEMENT**

This Dealership Agreement and the Exhibits attached hereto constitute the entire, full, and complete agreement between the Company and Dealer concerning the subject matter hereof, and supersede all prior agreements, and no other representations, either in writing or orally, have been made to induce Dealer to execute this Dealership Agreement, all such written and oral matters having been merged herein and superseded hereby. This Agreement may not be modified or amended other than in writing and shall be signed by all parties.

**24. SEVERABILITY AND CONSTRUCTION**

A. Except to the extent otherwise set forth herein, if any action is initiated for any breach of, or default in, any of the terms or conditions of this Agreement, then the party in whose favor judgment shall be entered shall be entitled to have and recover from the other party all costs and expenses (including reasonable attorneys' fees), incurred in such action and any appeal there from.

**25. APPLICABLE LAW**

This Agreement shall be interpreted and construed under the laws of the State of Illinois, which laws shall prevail in the event of any conflict of law.

**26. ARBITRATION**

A. Any controversy or claim arising out of or relating to this Agreement other than a claim for injunctive relief, shall be settled by binding arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association. The claim may only be filed to in County of Cook, State of Illinois, the exclusion of any other jurisdiction and judgment upon the award may be entered only in courts having a situs in Cook County, Illinois. The arbitration shall be conducted by a single arbitrator selected in accordance with the rules and regulations applicable to commercial matters. All provisions of the Illinois Law of Civil Procedures relating to discovery in civil lawsuits shall be applicable in the arbitration proceedings. If there are any disputes in matter of public policy, restraint of trade, securities laws violation or any other matter which cannot be the subject of arbitration, those matters shall be separate from all other disputes which other disputes shall first be settled by arbitration. The fees and expenses of arbitration, not including attorney's fees, shall be paid by the claimant. The prevailing party shall be entitled to receive reimbursement of its attorney's fees from the losing party.


B. The arbitration of any disputes between the parties shall be conducted on an individual basis and such disputes shall not be arbitrated on a class-wide basis, nor shall any such class disputes be consolidated with the arbitration of any other disputes that might arise among or between the Company, Dealer or any other the Company's dealers.

**27. INDEPENDENT INVESTIGATION**

Dealer acknowledges that it has conducted an independent investigation of the Company and recognizes that the Licensee contemplated by this Agreement involves business risks and that the success of operating as a Dealer hereunder is dependent upon the personal efforts of the Dealer. The Company expressly disclaims the making of, and Dealer acknowledges that it has not received any representation, warranty or guarantee, express or implied, as to the potential sales, volume, profits, or success of the business contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year as set forth above.

DEALER:


Sign Name:   
Print Name: CHARLIE HARTSHORN  
Title: OWNER

MAILING ADDRESS:

17702 East Sprague Avenue  
Spokane Valley, WA 99016

Phone: 509-926-5808  
Facsimile: 509-863-9536  
Email: CHARLIE@BATHPLANET.COM  
Attention: \_\_\_\_\_

BCI Acrylic Bath Systems, Inc. dba Bath Planet

By:   
Print Name: Rick Hirschhaut  
Title: Senior Vice President

MAILING ADDRESS:

524 S. Hicks Rd.  
Palatine, IL 60067  
(847) 963-8827  
Facsimile: (847) 358-4710

# **BATH PLANET EXHIBIT A TERRITORY**

## **TERRITORY**

The following described area is the Dealer's assigned Territory (Refer to Article 2 of the Agreement): Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston & Whatcom County in Washington.

**Bath Planet of Seattle - Territory by Zip Code**

98001	98032	98065	98115	98161	98220	98251	98283	98327	98362	98394	98438	98509	98566
98002	98033	98070	98116	98164	98221	98252	98284	98328	98363	98395	98439	98511	98568
98003	98034	98071	98117	98165	98222	98253	98286	98329	98364	98396	98443	98512	98569
98004	98035	98072	98118	98166	98223	98255	98287	98330	98365	98397	98444	98513	98571
98005	98036	98073	98119	98168	98224	98256	98288	98331	98366	98398	98445	98516	98575
98006	98037	98074	98121	98170	98225	98257	98290	98332	98367	98401	98446	98520	98576
98007	98038	98075	98122	98174	98226	98258	98291	98333	98368	98402	98447	98524	98579
98008	98039	98077	98124	98175	98227	98259	98292	98335	98370	98403	98448	98526	98580
98009	98040	98082	98125	98177	98228	98260	98293	98337	98371	98404	98464	98528	98583
98010	98041	98083	98126	98178	98229	98261	98294	98338	98372	98405	98465	98530	98584
98011	98042	98087	98127	98181	98230	98262	98295	98339	98373	98406	98466	98535	98587
98012	98043	98089	98129	98185	98231	98263	98296	98340	98374	98407	98467	98536	98588
98013	98045	98092	98131	98188	98232	98264	98297	98342	98375	98408	98471	98537	98589
98014	98046	98093	98132	98189	98233	98266	98303	98343	98376	98409	98481	98540	98592
98015	98047	98101	98133	98190	98235	98267	98304	98344	98378	98411	98490	98541	98595
98019	98050	98102	98134	98191	98236	98270	98305	98345	98380	98412	98493	98546	98597
98020	98051	98103	98136	98194	98237	98271	98310	98346	98381	98413	98496	98547	98599
98021	98052	98104	98138	98195	98238	98272	98311	98348	98382	98415	98497	98548	
98022	98053	98105	98139	98198	98239	98273	98312	98349	98383	98416	98498	98550	
98023	98055	98106	98141	98199	98240	98274	98314	98350	98384	98417	98499	98552	
98024	98056	98107	98144	98201	98241	98275	98315	98351	98385	98418	98501	98555	
98025	98057	98108	98145	98203	98243	98276	98320	98352	98386	98419	98502	98556	
98026	98058	98109	98146	98204	98244	98277	98321	98353	98387	98421	98503	98557	
98027	98059	98110	98148	98205	98245	98278	98322	98354	98388	98422	98504	98558	
98028	98061	98111	98154	98206	98247	98279	98323	98357	98390	98424	98505	98559	
98029	98062	98112	98155	98207	98248	98280	98324	98358	98391	98430	98506	98560	
98030	98063	98113	98158	98208	98249	98281	98325	98359	98392	98431	98507	98562	
98031	98064	98114	98160	98213	98250	98282	98326	98360	98393	98433	98508	98563	



**EXHIBIT B TO THE DEALERSHIP AGREEMENT  
MINIMUM PURCHASES**

- A. During the first twelve month period of this Agreement, Dealer shall purchase a minimum of \$150,000 of Bath Planet Products per territory from Company.
- B. During the second twelve month period during the term of this Agreement, Dealer shall purchase a minimum of \$250,000 of Bath Planet Products per territory.
- C. During the third twelve month period during the term of this Agreement, Dealer shall purchase a minimum of \$350,000 of Bath Planet Products per territory.
- D. Commencing on the fourth anniversary of the commencement of this Agreement and for each twelve month period thereafter Dealer shall purchase a minimum of \$450,000 of Bath Planet Products per territory.

**EXHIBIT C****Dealership Components****Pre-Paid Amount**

Full Size Display & Graphics (2)	<del>\$5,000</del> N/A
To be purchased from previous Bath Planet Dealer	
<del>Back Panel Graphics (3)</del>	<del>\$798</del> Optional
<del>Installation tool set (1)</del>	<del>\$1,000</del>
Sales kits (4)	<del>\$ 900</del> N/A
To be purchased from previous Bath Planet Dealer	
<del>CRM program development</del>	<del>\$1,000</del> Optional
Local micro-site development	<del>\$1,000</del> N/A
To be purchased from previous Bath Planet Dealer	
<del>SEO marketing (first three months)</del>	<del>\$ 600</del> Optional
<del>PPC marketing (first three months)</del>	<del>\$2,647</del> Optional
Customer satisfaction surveys (50)	<del>\$ 600</del>
<del>Direct mail magazine advertising</del>	<del>\$2,697</del> Optional
<del>Vehicle graphics</del>	<del>\$1,500</del> Optional
<del>Branded apparel</del>	<del>\$ 300</del> Optional
Use of Good Housekeeping Seal	<del>\$5,000</del> N/C
National marketing fund	Monthly contribution
Toll-free vanity phone number	Per minute usage charge
Call Routing Service	Per minute usage charge

**Total Pre-Paid Components:****\$0.00**

Freight for all delivered items is at dealer's expense

## EXHIBIT D TO THE DEALERSHIP AGREEMENT

### BATH PLANET, LLC

#### LIMITED LIFETIME MANUFACTURER'S PRODUCT AND WORKMANSHIP WARRANTY

Bath Planet, LLC, ("Bath Planet") manufacturer of the acrylic wall surrounds, shower floors/bases, replacement bathtubs, tub liners, shower liners and acrylic accessories (collectively referred to as "Product") warrants its Product will be free of material defects for as long as the residential Customer ("Customer") owns the home where the Bath Planet Product was installed. For commercial/non-residential Customers, the term of the warranty is five (5) years. THIS WARRANTY EXCLUDES ANY WARRANTY FOR CLAIMS RELATING TO INSTALLATION/LABOR OF BATH PLANET PRODUCTS. THIS WARRANTY IS FOR PRODUCT DEFECTS ONLY. BATH PLANET DOES NOT WARRANT ANY NON-BATH PLANET MANUFACTURED PRODUCTS SUCH AS FAUCETS, SHOWER HEADS, DOORS, GRAB RAILS, AND/OR STOPPERS.

Installation and workmanship of Bath Planet products is warranted by the Bath Planet Dealer with which the Customer originally contracted with for (term to be determined by dealer).

Bath Planet warrants that the surface of the Product will not materially fade, yellow, crack, bubble, or peel under normal use and when cared for under the guidelines set forth by Bath Planet. This warranty expressly prohibits the use of unapproved cleaners, and expressly excludes damage resulting from the use of same. In addition, this warranty is void if damage is caused by contact with any of the following: dyes, paints, inks, certain cosmetics, or cleaning agents, abrasive pads, pigments, certain foods, paint remover, fingernail polish remover, solvents or other chemicals, cigarettes or other sources of extreme heat, or abuse of any kind whether intentional or unintentional. Additional exclusions include escutcheon plates, valve handles, hand-held shower head hoses and other materials not manufactured by Bath Planet (in which case the normal manufacturer's warranty of each product applies).

In the event of a failure of the Product under these terms, Bath Planet reserves the right to partially repair, completely replace, or provide a full or partial refund, whichever Bath Planet deems appropriate in its sole discretion.

Customer may transfer this warranty to a buyer of Customer's residence ("Buyer") where the Product was installed provided the Buyer completes the acquisition of the residence within 2 years after the completion of installation of the Product, and provided the warranty has not been voided under any term set forth herein.

Customers may make a warranty claim in writing with the Bath Planet Dealer with which Customer originally contracted with. Upon learning of any warranty claim, Bath Planet will take steps to assess the claim, determine a course of action and effectuate repair or other remedy under the terms of this warranty for covered Products. Any warranty work is subject to then current lead times and then current product availability. Should the Bath Planet Dealer from which the customer originally contracted for service no longer be in business, or should the customer not be able to satisfactorily resolve a warranty issue with the Bath Planet Dealer, the Customer should make a warranty claim in writing with Bath Planet.

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS IN FACT THE ONLY WARRANTY OFFERED BY BATH PLANET. UNDER NO CIRCUMSTANCES WILL BATH PLANET BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGE TO PERSONAL PROPERTY, LEGAL SERVICES, AND LOSS OF TIME OR TRAVEL) UNDER THIS WARRANTY. THIS WARRANTY EXPRESSLY EXCLUDES LOSS OF VALUE, LOSS OF USE, STIGMA AND DIMINUTION IN VALUE RELATED TO ANY COVERED FAILURE CLAIMED UNDER THIS WARRANTY. IN NO WAY SHALL THE TOTAL LIABILITY OF BATH PLANET EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR SERVICES PROVIDED AND/OR THE GOODS PURCHASED. THE RESIDENTIAL BUYER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES AND THE WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE AND/OR THE IMPLIED WARRANTY OF HABITABILITY. THIS WARRANTY GIVES YOU CERTAIN LEGAL RIGHTS. SOME STATES DO NOT ALLOW LIMITATIONS OF THE IMPLIED WARRANTIES OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. SUBJECT TO APPLICABLE LAWS THIS WARRANTY APPLIES TO ALL SUCH LIMITATIONS TO THE FULLEST EXTENT ALLOWED BY LAW. THE WARRANTY OBLIGATIONS OF BATH PLANET ARE VOID AND OF NO EFFECT IF THE CUSTOMER HAS FAILED TO PAY FOR ANY GOODS OR SERVICES. THIS WARRANTY ONLY EXTENDS ONLY TO THE PRODUCTS AS DEFINED HEREIN AND EXCLUDES ALL OTHER PRODUCTS, SERVICES OR LABOR THAT MAY HAVE BEEN PROVIDED TO YOU.

**EXHIBIT E TO THE DEALERSHIP AGREEMENT**  
**SERVICE GUARANTY**

## **SERVICE GUARANTEE**

### **Bath Planet® Exclusive Guarantee**

At Bath Planet®, we strive to shatter the stereotype that remodeling has to be a negative experience. Repairing or improving your home should be an exciting time; and it can be, with the right partner, one who is committed to treating you right.

Our Customers are everything to us. Without you, we would not exist, and we never forget that. We are committed to delivering for you – our Customer – the best product, the best service, and the best overall experience in the home remodeling industry. And to prove we stand behind our commitments, We Guarantee It!

### **We pledge to respect YOU**

1. We will communicate with you throughout your project. We believe in “no surprises”, and will not frustrate you with a lack of information. We’ll confirm your purchase, let you know when the materials for your bathroom have arrived and been double-checked, contact you to schedule the installation of your new bathroom, and follow-up to make sure everything is just right. Proactive communication is OUR job, not yours.
2. We will provide you with proof that Bath Planet products are backed by the Good Housekeeping Seal. With over 100 years of in-depth product testing and evaluation, the Good Housekeeping Seal is one of the most recognized symbols of consumer protection, and is only awarded to the very best products and services. We are very proud to have earned the prestigious Good Housekeeping Seal, which provides added peace of mind as our Customers know that Good Housekeeping stands behind our products and services as well.
3. We will fully explain the Bath Planet Customer Referral Program to you. We believe that positive references are the best possible indicator of our delivering on our commitments; and we encourage our customers to participate in our Referral Program, where you can not only help your colleagues, friends and family find the best value in remodeling, but you can also earn a reward for yourself! (\$100 for every customer referred, and \$100 credit for them as well)
4. We will ask for your honest appraisal of how we perform. Within 2 weeks of the installation of your new bathroom, an independent Customer Research/Survey company will contact you to get your unfiltered and unbiased assessment of our company. We take this feedback very seriously and deeply appreciate our Customers taking the time to provide it. In this way, we can continuously improve upon the service we provide.

## We pledge to respect YOUR TIME

1. We will be on time to your design consultation appointment. Nothing is more frustrating than waiting for a company to show up. If they truly want to earn your business, they will be on time. If not, what should you expect later? We will be there on time. And if for some reason we are not, we will credit you \$100 off your purchase. No excuses, no exclusions.
2. We will be on time to install your new bathroom. Again, we will respect your time by being on time, and not leaving you to wait for us. If we are late, we will credit you \$100 off the cost of your purchase.
3. We will respond in a timely manner to any service issues. If you have any service issues or questions/concerns – contact us! Our staff is always ready to help. And if you need a service appointment for any reason, we will schedule it with you for a convenient date and time. We will absolutely NOT “play it by ear”. Many other companies don’t treat service with the appropriate urgency and will tell you things such as “we’ll try to send someone out Wednesday afternoon – if they finish their job that morning”. We all know how that ends up – with no-one coming to help resolve YOUR issue, and you wasting hours of your valuable time waiting for someone to arrive. That is not how it should work. We respect your time; and will schedule any service appointments – quickly and professionally.

## We pledge to respect YOUR HOME

1. We will make sure your home stays CLEAN. One of the main reasons home remodeling has a negative reputation is because all too often your home is left in worse condition than before the remodel by companies who view your home as a “jobsite”. We don’t. We understand your home is your pride and joy and your most valuable possession, and we will treat it as such. We will take the extra steps to make sure it is clean and protected before we begin installing your new bathroom, and we will clean up everything after the installation is complete.
2. We will show you that we are fully insured, with both liability insurance and workers’ compensation. No-one expects things to go wrong, and most of the time, they don’t. But that’s why it’s called insurance – and if something should go wrong, you do not want to discover at that point that you have been working with a company that is not properly insured. Some other companies say they are fully insured, but are actually not. We are; and we will deliver to you our insurance documentation so that you can rest assured.
3. We will make things right. Another reason that home improvement often suffers from a poor reputation is that once you have paid for a project, some companies view your project as a ‘cost’, with the objective suddenly becoming to finish as quickly as possible – even potentially cutting corners. We will not do that. We believe in doing things right, and we will review the end-of-project review form with you BEFORE beginning the installation of your new bathroom. If you cannot rate us as Outstanding on any criteria at the end of the installation, tell us – and we will make it right. We do not believe in “good enough”.

## We pledge to respect YOUR HARD-EARNED MONEY

1. We will provide you with the Bath Planet Product Warranty. Our commitment is to provide you with the best products. If for any reason there is EVER a problem with our acrylic remodeling products, you have the peace of mind that they are covered by our warranty for as long as you own your home.
2. As an additional value, we will transfer your Bath Planet Product Warranty to a new owner if you sell your home within two years of the installation of your new bathroom. This is a definite advantage that you can include with your home if you choose to sell it.